

**APPENDIX E: FORM OF CONTRACTOR EMPLOYEE CONFIDENTIALITY
AGREEMENT**

CONFIDENTIALITY AGREEMENT

I, _____, an employee of _____, (“Contractor”) have been assigned by Contractor to provide services to the Industrial Macromolecular Crystallography Association (“IMCA”) in connection with IMCA’s use of beamlines IMCA has constructed at the Advanced Photon Source (“APS”) located at Argonne National Laboratories, Lemont, Illinois. IMCA is an association whose members (“Members”) are leading pharmaceutical companies. Members conduct experiments at APS as part of the Members’ individual research and development programs. In many cases these experiments are confidential. The APS is a uniquely powerful scientific apparatus enabling the efficient conduct of research and collection of data by its users.

In the course of providing services to IMCA, Members and independent investigators using the IMCA beamlines under the APS independent investigator program (“Independent Investigators”), I will be exposed to Confidential Information of IMCA, Members and Independent Investigators. Confidential Information for this purpose means information that is not generally known or publicly disclosed and that falls in any of the following categories:

1. Written or electronic materials that are stamped, legended or otherwise identified as “confidential”.
2. Lab notebooks (written or electronic) that the scientific community commonly understands to be proprietary or confidential.
3. With regard to any experiment that a Member or Independent Investigator has declared to be confidential, the identity of the sample that is the subject of the experiment and the data and other results generated by the experiment. I understand that the IMCA-CAT Director will post a notice in the experimental area whenever a confidential experiment is being conducted.

I understand that all Confidential Information is the property of IMCA, Members or Independent Investigators as the case may be; that any Confidential Information disclosed to me is disclosed in strict confidence solely for the purpose of enabling me to perform my duties as an employee of Contractor; that Confidential Information may be of great economic value to its owner; and that wrongful disclosure or use of Confidential Information by me may cause great economic loss to its owner.

I agree at all times to hold all Confidential Information in confidence and not to disclose it to anyone, use it in any way for the benefit of myself or anyone other than its owner, or copy it, except in the authorized performance of my duties or as otherwise expressly authorized in writing by the owner of the Confidential Information. As to any item of Confidential Information, this obligation of confidentiality shall continue for three (3) years after the date of disclosure to me or, if earlier, until such information has been publicly disclosed by someone other than me; except that I will never use or disclose unauthorized copies that I make in violation of the preceding sentence.

At the conclusion of my assignment to provide services to IMCA, or at any time upon written request by IMCA or the owner of any particular Confidential Information, I will return to the owner all writings, drawings, records, samples, disks and other tangible property still in existence that contains or embodies any Confidential Information.

This obligation of confidentiality shall not extend to any item of Confidential Information which was known to me prior to disclosure thereof by its owner; which is or becomes generally available to the public through no fault of mine; which is received from a third party without restriction and without breach of this Agreement; or which is required by law to be disclosed by me, but only to the extent of such legal requirement of disclosure and provided that before making the disclosure I shall give the owner notice of the impending disclosure so as to permit the owner at the owner's sole expense to interpose objections to disclosure or to take action to assure confidential handling of the information disclosed.

I agree that damages alone are an inadequate remedy for any breach of this Agreement, and I agree that IMCA, each Member and each Independent Investigator shall be entitled to injunctive relief for a violation or threatened violation of this Agreement in addition to all other remedies that may be accorded them by law.

I have carefully read and considered the provisions of this Agreement and agree that the restrictions set forth herein are fair and reasonable and are reasonably required for the protection of the interests of the owner of Confidential Information.

Signature of Contractor's Employee: _____

Printed Name of Employee: _____

Date of Signature: _____